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Jami Resch, Charles Lovell III, Erica Hurley,
William Kemmer, John Bartlett, Michelle Petty,
and City of Portland*

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

CORY ELIA and LESLEY MCLAM,

3:20-cv-01106-SI

Plaintiffs,

v.

**DEFENDANTS CITY OF PORTLAND,
MAYOR TED WHEELER, JAMI RESCH,
CHARLES LOVELL III, ERICA
HURLEY, WILLIAM KEMMER, JOHN
BARTLETT AND MICHELLE PETTY'S
NOTICE OF SETTLEMENT**

**MAYOR TED WHEELER, JAMI RESCH,
CHARLES LOVELL III, ERICA
HURLEY, WILLIAM KEMMER, JOHN
BARTLETT, MICHELLE PETTY,
OFFICERS JANE DOES and JOHN DOES
1-31, CITY OF PORTLAND, STATE OF
OREGON, OREGON STATE TROOPERS
JANE DOES AND JOHN DOES,
MULTNOMAH COUNTY, JONELLE
OLSZEWSKI, MULTNOMAH COUNTY
SHERIFFS JANE DOES AND JOHN
DOES 1-14, all in their individual capacities
and official capacities,**

Defendants.

Page 1 – DEFENDANTS CITY OF PORTLAND, MAYOR TED WHEELER, JAMI RESCH,
CHARLES LOVELL III, ERICA HURLEY, WILLIAM KEMMER, JOHN BARTLETT
AND MICHELLE PETTY'S NOTICE OF SETTLEMENT

Pursuant to ORS 17.095, the City of Portland, Mayor Ted Wheeler, Jami Resch, Charles Lovell III, Erica Hurley, William Kemmer, John Bartlett, and Michelle Petty notify the Court that this action has been settled pursuant to the terms of a Release and Hold Harmless Agreement, a copy of which is attached hereto as Exhibit 1.

DATED: July 29, 2022.

Respectfully submitted,

/s/ Ryan C. Bailey

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*Of Attorneys for Defendants Mayor Ted
Wheeler, Jami Resch, Charles Lovell III, Erica
Hurley, William Kemmer, John Bartlett,
Michelle Petty, and City of Portland*

RELEASE AND HOLD HARMLESS AGREEMENT

I

FOR THE SOLE CONSIDERATION of the sum of Fifty Five Thousand dollars (\$55,000.00) (the "Settlement Amount"), the undersigned Cory Elia and Leslie McLam ("Releasors") hereby release and forever discharge Ted Wheeler, Jami Resch, Charles Lovell III, Erica Hurley, William Kemmer, John Bartlett, Michelle Petty, Officers Jane Does and John Does 1-31, and the City of Portland, together with each of their respective agents, officers, employees, officials, and all other persons, firms, corporations or other entities liable or who might be claimed to be liable (hereafter "Defendants"), from any and all claims or potential claims arising from or in any way relating to the events alleged in the lawsuit **CORY ELIA, ET AL. v. CITY OF PORTLAND, ET AL., Case No. 3:20-cv-01106-SI** in the United States District Court, for the District of Oregon, Portland Division.

II

RELEASORS ACKNOWLEDGE that the Settlement Amount set forth in Paragraph I, which is made in exchange for the releases set forth herein, will be paid by the City of Portland and reflects the Defendants' total contribution toward the global settlement of the above-referenced lawsuit. The total amount of the global settlement is Ninety Thousand dollars (\$90,000.00) allocated as follows:

To Cory Elia: \$50,000.00

To ^{Lesley} ~~Leslie~~ McLam: \$40,000.00

Multnomah County and the State of Oregon have agreed to contribute toward the global settlement in the amounts of \$15,000.00 and \$20,000.00, respectively. Releasors acknowledge that the City of Portland's obligations under this agreement are fully satisfied upon payment of the Settlement Amount. Payment of the Settlement Amount shall be made by check as follows:

Creighton & Rose, PC IOLTA Account.

III

IT IS UNDERSTOOD AND AGREED that the payment made to the undersigned Releasors under this agreement is not to be construed as an admission of liability. Defendants expressly deny liability to the undersigned, or to any other person, for injuries or damages arising out of or in any way relating to the aforementioned incident(s) or lawsuit.

IV

IT IS FURTHER UNDERSTOOD AND AGREED that this agreement releases the Defendants from any and all claims arising out of the above-described causes of action, and claims against the proceeds of said action including, but not limited to, medical liens, hospital liens, Social Security Administration liens, Medicare liens, workers' compensation liens, liens of the State of Oregon Department of Human Services, and all other liens against the above-described causes of action at the time of execution hereof.

V

THE UNDERSIGNED RELEASORS AGREE AND WARRANT that they or their attorney have confirmed that there is no Medicare or Medicaid interest in this settlement. In the event that there is any Medicare or Medicaid interest, Releasors agree that satisfaction of such interest shall be their sole and exclusive responsibility. Releasors waive, release, and forever discharge the Defendants from any obligations for any claims, known or unknown, arising out of any failure to account for Medicare or Medicaid interests in this settlement, and agree to defend and hold the Defendants harmless from any such claims.

VI

THE UNDERSIGNED AGREE AND WARRANT that all expenses incurred to date or which will be incurred in the future, which are related in any way to claims being released herein, have either been paid or will be paid from the proceeds of this settlement and that Releasors will hold the Defendants, their agents, employees and assigns harmless from any claim for any such expense whenever incurred.

VII

THE UNDERSIGNED HEREBY DECLARE that they have each read this agreement and that it is fully understood and voluntarily accepted for the purpose of making a full and complete settlement and compromise of any and all claims arising out of the above-referenced lawsuit, in whatever legal form or theory they might assert, whether disputed or otherwise, and in particular including, but not limited to, those matters set forth in the complaint of Cory Elia and ~~Leslie~~ McLam in the United States District Court, for the District of Oregon, Portland Division entitled:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

CORY ELIA AND LESLEY MCLAM,
PLAINTIFFS,

3:20-cv-01106-SI

v.

COMPLAINT

MAYOR TED WHEELER, JAMI RESCH, CHARLES LOVELL III, ERICA HURLEY, WILLIAM KEMMER, JOHN BARTLETT, MICHELLE PETTY, OFFICERS JANE DOES and JOHN DOES 1-31, CITY OF PORTLAND, STATE OF OREGON, OREGON STATE TROOPERS JANE DOES AND JOHN DOES, MULTNOMAH COUNTY, JONELLE OLSZEWSKI, MULTNOMAH COUNTY SHERIFFS JANE DOES AND JOHN DOES 1-14, all in their individual capacities and official capacities,

(Civil Rights - 42 USC § 1983 – First Amendment, Fourth Amendment, Fourteenth Amendment, 42 USC § 1981, 42 USC § 1985, Battery, Assault, Negligence, False Arrest, and 28 USC §2201, *et seq.*, Declaratory Relief)

JURY TRIAL REQUESTED

DEFENDANTS.

VIII

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement is intended to, and does, cover not only all known claims, losses and damages, but any further claims, losses and damages not now known or anticipated which may later develop or be discovered including all effects and consequences thereof regarding the events alleged in the above-referenced lawsuit.

IX

Upon full execution of this release by Cory Elia and Lesley McLam, the dismissal of the above-referenced Lawsuit with prejudice as set forth herein below, and upon formal approval of this settlement by the Portland City Council together with their passage of any required funding ordinance(s), the City of Portland also agrees to release Cory Elia and Leslie McLam from any claims it may have against them arising from the aforementioned Lawsuit or incident.

X

THE TERMS SET FORTH HEREIN are contractual and not a mere recital.

XI

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Hold Harmless Agreement releases any and all claims for nondisclosure, fraud or misrepresentation and any and all claims for nondisclosure, fraud or misrepresentation in the inducement of this agreement.

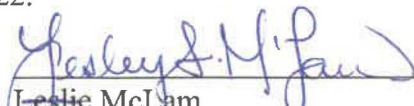
XI

THE UNDERSIGNED FURTHER STIPULATES AND AGREES that the above case may be dismissed with prejudice and without an award of costs or attorney's fees to any party.

DATED this 22 day of July, 2022.


Cory Elia

DATED this 25 day of July, 2022.


Lesley McLam
Lesley

DATED this 26 day of July, 2022.


Patrick Hughes
City of Portland Risk Mgmt.